ingly, after notice of termination by G's executor, the only relief would be on the above equitable grounds.

PUBLIC SERVICE COMPANIES — SPECIFIC PERFORMANCE — CONDITIONS TO GRANTING RELIEF. — The plaintiff contracted to furnish the defendant city with water and light, together with a certain number of hydrants and arc lamps for the use of which the city was to pay a specified rental. Owing to the direction in which the city had grown, certain of the hydrants and lights were useless, and others were not advantageously located. The city refused to go on with the contract. *Held*, specific performance will be granted subject to the equitable modifications of the contract that certain hydrants and lights be relocated. *La Follette* v. *La Follette Water, Light, & Tel. Co.*, 252 Fed. 762 (C. C. A., 6th Circuit, Tenn.).

If unforeseen contingencies produce hardship in the performance of a contract, specific performance may be granted with such modifications as justice requires. *King* v. *Raab*, 123 Ia. 632, 99 N. W. 306; *Wright* v. *Vocalion Organ Co.*, 148 Fed. 209. But mere hardship resulting from foreseeable circumstances will not prevent complete relief to the plaintiff. *Franklin Tel. Co.* v. *Harrison*, 145 U. S. 459; *Clark* v. *Hutzler*, 96 Va. 73, 30 S. E. 469. On this ground the principal case is wrong. The result, however, is correct on the principle that a public utility must furnish reasonable service. A utility may not contract that it be relieved of its public duty. *Inter-Ocean Pub. Co.* v. *Associated Press*, 184 Ill. 438, 56 N. E. 822; *Smith* v. *Gold & Stock Tel. Co.*, 42 Hun (N. Y.) 454. Then, as in the instant case, if the performance of a contract conflicts with the legal duty of the utility to render reasonable service, the contract is unlawful. See 32 HARV. L. REV. 74, 79. This principle is also illustrated by the regulation of fares according to the necessities of adequate service, despite prior stipulations fixing the rate. *Rogers Park Water Co.* v. *Fergus*, 180 U. S. 624; *Arlington Board of Survey* v. *Bay State St. Ry.*, 224 Mass. 463, 113 N. E. 273. Some courts, however, have put the regulation of rates under the police power. See 32 HARV. L. REV. 74, and cases cited. It would seem to follow that a special contract would have no effect whatever. But it is not futile. The consumer under the contract should be bound to accept the service of the utility, whereas if there were no contract, he could refuse. The only limitation on this service is that it be reasonable at all times.

RES JUDICATA — WHAT JUDGMENTS ARE CONCLUSIVE — AWARD OF JUSTICES OF THE PEACE. — A statute provided that every person who shall carelessly damage any lamp-post belonging to the Electric Light Company shall pay by way of satisfaction to the company an amount not exceeding £5, as any two justices or the sheriff shall think reasonable. The plaintiff, in his suit before the justices, was awarded £5, and now seeks to recover for the additional damage; the extent of the damage being £29. *Held*, that the award by the justices made the matter *res judicata*. *Birmingham Corporation* v. *Samuel Allsopp and Sons, Ltd.*, 145 L. T. 454.

The statute involved in the principal case did not preclude the plaintiff from bringing suit before a tribunal competent to award full compensation. *Crystal Palace Gas Co.* v. *Idris & Co.*, 82 L. T. R. 200. The case then comes within the rule that a judgment by a justice of the peace is a bar to another proceeding on the same cause of action. *Worral* v. *Des Moines Retail Grocers' Ass.*, 157 Iowa, 385, 138 N. W. 481; *Liscum* v. *Henderson Sturgis Piano Co.*, 44 Okla. 549, 145 Pac. 773. See *Brundsen* v. *Humphrey*, 14 Q. B. D. 141, 145. Even if the plaintiff objects that the award is inadequate, the rule is still applicable. *Wright* v. *London General Omnibus Co.*, 2 Q. B. D. 271. *Cf. Bilyeu* v. *Pilcher*, 16 Okla. 228, 83 Pac. 546; *Pilcher* v. *Ligon*, 91

Ky. 228, 15 S. W. 513; *Brown* v. *Mathewson*, 71 Misc. 110, 129 N. Y. Supp. 907. However, a justice of the peace may have no jurisdiction at all over a suit involving more than he may award; and though the plaintiff claim a less amount, the judgment has been held void. *Story* v. *Nicpee*, 105 S. C. 265, 89 S. E. 666. Only when the plaintiff abandons his claim to the surplus is the judgment held to be a bar. *Catawba Mills* v. *Hood*, 42 S. C. 203, 20 S. E. 91; *Buxton* v. *Nelson*, 103 Ga. 327, 30 S. E. 38. In the principal case there was no such abandonment. Yet there is jurisdiction over the cause, for the statute gives jurisdiction over every person committing the wrong; the limitation is on the damage that may be awarded and is not made a measure of the justice's jurisdiction.

SEAMEN — WAGES — INTERRUPTED VOYAGE. — Seamen were engaged "for the run" or the complete voyage. The vessel was frozen in, and the voyage was interrupted. The master requested the seamen to complete the voyage, and promised they would be paid what was proper. At the end of the voyage, when a dispute arose as to the amount due, the seamen refused to unload. They now sue for wages. *Held*, the seamen are entitled to recover on a *quantum meruit*. *The Helen Fair-Lamb*, 251 Fed. 412 (Dist. Ct. E. D., Pa.).

The old rule was that no wages were due if no freight had been earned. *Icard* v. *Goold*, 11 Johns. Ch. (N. Y.) 279; *Henop* v. *Tucker*, 2 Paine, 161. But this has been changed by statute. U. S. REV. STAT. (1878) § 4525. When the voyage is abandoned by the fault of the owner or master, seamen are entitled to wages for the full voyage. *Walker* v. *The City of New Orleans*, 33 Fed. 683; *The Ocean Spray*, 4 Sawy. 105. If the voyage is abandoned because of perils of the sea, seamen may recover wages up to the time of the abandonment. *Boulton* v. *Moore*, 14 Fed. 922. See *Hindman* v. *Shaw*, 2 Pet. Adm. 264. When, however, the pay is one lump sum "for the run," nothing is earned by the seamen unless the vessel receives some benefit through freight. *Stark* v. *Mueller*, 22 Fed. 447. In such a case, if the voyage is broken up by perils of the sea, the seamen are entitled to no wages. *Stark* v. *Mueller*, *supra*. They are, however, entitled to their discharge without completing the "run." *Thorson* v. *Peterson*, 14 Fed. 742. They may also remain with the vessel and be maintained till the voyage is completed, even though their services are of no value to the ship. See *Miller* v. *Kelly*, 17 Fed. Cas. 326, 328. But if, as in the principal case, they remain with the vessel at the request of the master, and render services, they become entitled to compensation on a *quantum meruit*.

TAXATION — ENTERTAINMENTS — DUTY. — The proprietors of a restaurant furnished music with service of meals during certain intervals throughout the day. Diners only were admitted, and the charges for meals were the same whether the music was being played or not. An act provided that a duty should be levied upon all paid admissions to entertainments — an entertainment being defined as including any exhibition, performance, amusement or sport. Summonses were taken out against the proprietor for admitting persons to a place of entertainment without paying the duty. *Held*, that the provision for music did not constitute an entertainment. *Lyons & Co. Ltd.* v. *Fox*, 145 L. T. 439 (1918).

In a recent case, under very similar facts, the English court reached the opposite result. See *Attorney-General* v. *McLeod*, [1918] 1 K. B. 13. In the latter case, however, the music was not purely incidental to the service of meals, but was given in the form of a concert which took place in a separate portion of the building. Again, it was easily determined in that case what part of the full admission price was paid for the privilege of hearing the music. In the principal case, however, patrons incurred the same charges whether music was being played or not, and it seems, therefore, that no distinct portion of the sum paid